

FINANCE AND PERSONNEL COMMITTEE

City of Kaukauna
Council Chambers
Municipal Services Building
144 W. Second Street, Kaukauna



Tuesday, September 03, 2024 at 6:05 PM

AGENDA

In-Person and Remote Teleconference via ZOOM

1. Correspondence.
2. Discussion Topics.
 - [a.](#) Memorandum of Agreement between the City of Appleton and the City of Kaukauna for Weights and Measures Services.
 - [b.](#) ARPA Funding Request - Thermal Imaging Cameras.
3. Adjourn.

NOTICES

Notice is hereby given that a majority of the City Council will be present at the meeting of the Finance and Personnel Committee scheduled for Tuesday, September 3, 2024 at 6:05 P.M. to gather information about a subject over which they have decision making responsibility.

IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.



MEETING ACCESS INFORMATION:

You can access this meeting by one of three methods: from your telephone, computer, or by an app. Instructions are below.

To access the meeting by telephone:

1. Dial 1-312-626-6799
2. When prompted, enter Meeting ID 234 605 4161 followed by #
3. When prompted, enter Password 54130 followed by #

To access the meeting by computer:

1. Go to <http://www.zoom.us>
2. Click the blue link in the upper right hand side that says Join a Meeting
3. Enter Meeting ID 234 605 4161
4. Enter Password 54130
5. Allow Zoom to access your microphone or camera if you wish to speak during the meeting

To access the meeting by smartphone or tablet:

1. Download the free Zoom app to your device
2. Click the blue button that says Join a Meeting
3. Enter Meeting ID 234 605 4161
4. Enter Password 54130
5. Allow the app to access your microphone or camera if you wish to speak during the meeting

Members of the public will be muted unless there is an agenda item that allows for public comment or if a motion is made to open the floor to public comment.



MEMO

CLERK/FINANCE

To: Finance & Personnel Committee
From: Clerk/Finance Department
Date: September 3, 2024
Re: Weights & Measures Program

Background Information:

The City contracts with the City of Appleton for administering commercial weighing and measuring licenses. The Weights and Measures assures that the consumer is getting what they pay for. Weights and Measures accomplishes its mission in the following ways:

- Consumer complaint investigations
- Scale testing at establishments such as supermarkets, farmer's markets, bakery and candy stores, hardware outlets, pet stores, and recyclers
- Gas pump and oil meter testing at gas stations and fuel oil distributors
- Scanning tests at establishments such as food and variety stores
- Product check-weighing and label evaluation (products are routinely inspected for compliance with federal and state regulations)
- Regulation of fire wood dealers
- Monitoring of business' trade practices and investigation of fraudulent advertising
- Consultation and testing services to businesses, industry, and area government

Staff Recommended Action:

Authorize City staff to sign the Memorandum Agreement between the City of Appleton and the City of Kaukauna for Weights and Measures Services.



City of Appleton | City of Kaukauna

Memorandum of Agreement

Weights and Measures Services

I. THE PARTIES

- 1.01 The City of Appleton, is a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin ("Appleton").
- 1.02 The City of Kaukauna, is a Wisconsin municipal corporation, doing business at 144 West Second Street, Kaukauna, Wisconsin ("Municipality").

II. THE RECITALS

WHEREAS,

- 2.01 Appleton employs staff that are trained and qualified to provide the services and perform the duties of sealers of weights and measures in accordance with §§ 98.04(1) and 98.05, Wis. Stats.
- 2.02 The Municipality does not have its own department of weights and measures and therefore is in need of such services in order to comply with § 98.04(1), Wis. Stats.
- 2.03 In the interest of intermunicipal cooperation, Appleton is interested in offering weights and measures services to various municipalities provided it is economically feasible to do so.
- 2.04 Appleton and the Municipality wish to enter into a mutually beneficial agreement, in accordance with § 66.0301, wherein Appleton provides weights and measures services to the Municipality.

III. THE AGREEMENT

NOW, THEREFORE,

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 Appleton agrees to furnish the Municipality with the services and perform duties of sealers of weights and measures pursuant to § 98.04, Wis. Stats. for the duration of this Agreement.
- 3.03.1 The Municipality agrees to compensate Appleton as follows:
- 3.03.2 The Municipality shall pay Appleton a fee of **\$12,075.00** and, in exchange, shall be provided up to **Twenty-one (21) days** of service. A day shall consist of 8 hours inclusive of travel to and from Appleton, inspections, paperwork, and reasonable personal breaks. Payment under this provision shall be non-refundable and non-proratable in the event that fewer days of service are actually required by the Municipality. The Municipality shall be billed 1/12 of the fee mentioned above per month. Invoices will be issued on the first day of the month. Payment of the invoices shall be due within thirty (30) days and shall accumulate interest at

1.5% per month for any unpaid balances. In the event the Municipality fails to pay the amount previously billed, in its entirety, within sixty (60) days of delinquency, Appleton may discontinue providing services under this Agreement until full payment of all amounts due is received. In addition, Appleton may require pre-payment of any remaining months, on a monthly basis, remaining under the contract.

- 3.03.3 In the event that the Municipality requires service in excess of the amount agreed to herein, the Municipality shall compensate Appleton at the rate of **\$575.00** per each additional day of service provided. The Municipality receiving the service under this paragraph, shall be billed in the same month that the service is provided. Payment of said invoice shall be due within thirty (30) days of issuance of the invoice. Terms as listed in Section 3.03.2 of this Agreement, relating to failure to pay invoices, shall apply to additional services provided pursuant to this paragraph.
- 3.04 [Reserved.]
- 3.05 Appleton is relying on several municipalities utilizing its weights and measures services in order to support the economic feasibility of this program and therefore reserves the right to cancel this Agreement if a sufficient number of municipalities fail to enter similar agreements with Appleton or withdraw from the program at some point in the future.
- 3.06 [Reserved.]
- 3.07 The Municipality agrees that the City of Appleton Sealer and Deputy Sealers of Weights and Measures shall have the full authority of, serve and act as agent of the Municipality to secure compliance with Ch. 98, Wis. Stats. and the Municipality's weights and measures ordinances.
- 3.08 The Municipality shall provide security and approval seals, letterhead and such other materials that shall bear the Municipality's name or location to be used in the course of the weights and measures services. Appleton shall provide equipment used in the course of testing.
- 3.09 The Municipality shall not withhold payments to Appleton for any reason provided City is in compliance with all terms of this Agreement.
- 3.10 This Agreement shall be valid for one (1) year commencing on date of execution.
- 3.11 Parties have the option to renew the agreement for additional one (1)-year periods upon mutual written agreement of the parties.
- 3.12 City of Appleton officers, officials, employees and agents shall have normally or regularly accepted insurance coverage provided by the City of Appleton and its insurance carrier(s).
- 3.13 This Agreement terminates and replaces any and all previous agreements between the Parties for furnishing the services and duties of sealers of weights and measures pursuant to § 98.04, Wis. Stats.
- 3.14 Nothing contained within this contract is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin

law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

- 3.15 This contract may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this contract are inserted for convenience of reference only and shall not constitute a part hereof.
- 3.16 Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf that respective Party.

IV. SEVERABILITY CLAUSE

- 4.01 In the event that any part of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as is that clause did not exist.

V. INDEMNIFICATION CLAUSE

- 5.01 **The Municipality agrees to indemnify, defend and hold harmless Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense or costs (including attorney fees) arising out of this agreement, caused in whole or in part by the Municipality, its officers, officials, employees, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of Appleton.**

SIGNATURES BEGIN ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year of the last signature below.

City of Kaukauna

By: _____
Anthony J. Penterman, Mayor

By: _____
Sally Kenney, City Clerk

Approved as to form:

Provision has been made to pay the liability
that will accrue under this contract

Tim Greenwood, City Attorney

William Van Rossum
Finance Director/Treasurer

City of Appleton

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

Provision has been made to pay the liability
that will accrue under this contract.

Christopher R. Behrens, City Attorney
City Law: A22-0552 | 2024 Revisions dg

Jeri A. Ohman, Finance Director



MEMO

To: Finance and Personnel Committee
From: Fire Chief Carrel
Date: 09/03/2024
Re: ARPA Funding Request – Thermal Imaging Cameras

Background

Thermal imaging cameras are critical for firefighters, aiding navigation in smoke-filled environments and locating heat sources and victims in zero-visibility conditions.

The fire department currently faces an urgent need to replace two cameras purchased in 2007 and refurbished in 2014. Despite targeting a 20-year lifespan, they have reached the end of their operational life due to discontinued manufacturer-approved batteries. We've temporarily sourced unapproved aftermarket batteries, but this isn't a sustainable solution for critical life-safety equipment and should only be considered a stopgap measure.

Request

Given these circumstances, I am requesting \$18,000 of ARPA funds to be used to purchase (3) three thermal imaging cameras. This would allow both of our current cameras to be replaced, and allow for an additional camera to be placed on our ladder truck when it arrives.

Strategic Plan

The replacement of outdated life-safety equipment is crucial to support the mission of protecting our citizens and keeping our firefighters safe. These cameras are an essential tool that firefighters rely on at every structure fire.

Budget Impact

Up to \$18,000 of ARPA funds.

Recommended Action

Approve adding Thermal Imaging Cameras to the approved ARPA Project List.